



# Request for Quote

Page 1 of 1

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

CREATION DATE : 09-JUL-14  
BID NUMBER: 7548877  
TITLE: NET APP STORAGE ARRAY MAINTENANCE  
RENEWAL

BLANKET START : 09-JUL-14  
BLANKET END : 30-JUN-15  
BID CLOSING DATE AND TIME:23-JUL-2014 10:30:00

BUYER: Melillo, Charlotte A  
PHONE #: 401-574-8110

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CCRI CONTROLLER'S OFFICE  
ACCOUNTS PAYABLE  
400 EAST AVENUE  
WARWICK, RI 02886  
US

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CCRI KNIGHT CAMPUS  
400 EAST AVE  
WARWICK, RI 02886-1807  
US

Requisition Number:

Line	Description	Quantity	Unit	Unit Price	Total
1	7/9/14 - 6/30/15 WITH OPTION TO RENEW FOR 5 YEARS  NET APP STORAGE ARRAY MAINTENANCE RENEWAL PREMIUM 4HR ONSITE SUPPORT, FAS3210A FOR PERIOD 7/9/14 THRU 6/30/15 ALL ITEMS ON SPEC SHEET SHOULD BE CO-TERMED TO 6/30/15  QUESTIONS SHOULD BE EMAILED TO: questions7@purchasing.ri.gov  NET APP STORAGE ARRAY MAINTENANCE RENEWAL PER BID SPECIFICATIONS	1.00	EACH		

Delivery: \_\_\_\_\_

Terms of Payment: \_\_\_\_\_

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer

Serial Number	Agreement Number	Status	Agreement Type	Package	Service Level	Product Number
150122899	10829529	Open	NetApp Standard Contract			SW-DFMSERVER
5007951325	WARR36MTH_HW	Open	WARRANTIES		NBD Parts Delivery	PAMII-256-R5-C
5007951935	WARR36MTH_HW	Open	WARRANTIES		NBD Parts Delivery	PAMII-256-R5-C
700000776526	10955718	Open	NetApp Standard Contract	CS-O2-4HR		FAS3210-R5
700000776526	10955718	Open	NetApp Standard Contract	CS-O2-4HR		FAS3210-R5
700000776526	10955718	Open	NetApp Standard Contract	CS-O2-4HR	4HR Premium Onsite	FAS3210-R5
700000776526	10955718	Open	NetApp Standard Contract	CS-O2-4HR	4HR Premium Onsite	FAS3210-R5
700000776526	10955718	Open	NetApp Standard Contract	CS-O2-4HR	4HR Premium Onsite	FAS3210-R5
700000776526	10955718	Open	NetApp Standard Contract	CS-O2-4HR	4HR Premium Onsite	FAS3210-R5
700000776526	10955718	Open	NetApp Standard Contract	CS-O2-4HR	4HR Premium Onsite	FAS3210-R5
700000776526	10955718	Open	NetApp Standard Contract	CS-O2-4HR	4HR Premium Onsite	FAS3210-R5
700000776526	WARR36MTH_HW_DISK	Open	WARRANTIES		NBD Parts Delivery	FAS3210-R5
700000776538	10955718	Open	NetApp Standard Contract	CS-O2-4HR		FAS3210-R5
700000776538	10955718	Open	NetApp Standard Contract	CS-O2-4HR		FAS3210-R5
700000776538	10955718	Open	NetApp Standard Contract	CS-O2-4HR	4HR Premium Onsite	FAS3210-R5
700000776538	10955718	Open	NetApp Standard Contract	CS-O2-4HR	4HR Premium Onsite	FAS3210-R5
700000776538	10955718	Open	NetApp Standard Contract	CS-O2-4HR	4HR Premium Onsite	FAS3210-R5
700000776538	10955718	Open	NetApp Standard Contract	CS-O2-4HR	4HR Premium Onsite	FAS3210-R5
700000776538	10955718	Open	NetApp Standard Contract	CS-O2-4HR	4HR Premium Onsite	FAS3210-R5
700000776538	WARR36MTH_HW_DISK	Open	WARRANTIES		NBD Parts Delivery	FAS3210-R5

Services	Start Date	End Date
SW Application DataFabric Manager	29-Sep-11	30-Sep-14
Warranty: 36 Month Hardware	29-Sep-11	30-Sep-14
Warranty: 36 Month Hardware	29-Sep-11	30-Sep-14
Software Upgrades/Updates	1-Jul-13	30-Jun-14
SW Application SecAdmin	1-Jul-13	30-Jun-14
FIELD_SUPPORT	1-Jul-13	30-Jun-14
HARDWARE	1-Jul-13	30-Jun-14
Disk Drives	1-Jul-13	30-Jun-14
Support Console - SE Premium	1-Jul-13	30-Jun-14
SSP All SW	1-Jul-13	30-Jun-14
Warranty: 36 Month Hardware and Disk	29-Sep-11	30-Sep-14
Software Upgrades/Updates	1-Jul-13	30-Jun-14
SW Application SecAdmin	1-Jul-13	30-Jun-14
FIELD_SUPPORT	1-Jul-13	30-Jun-14
Support Console - SE Premium	1-Jul-13	30-Jun-14
SSP All SW	1-Jul-13	30-Jun-14
HARDWARE	1-Jul-13	30-Jun-14
Disk Drives	1-Jul-13	30-Jun-14
Warranty: 36 Month Hardware and Disk	29-Sep-11	30-Sep-14

**Contract Terms and Conditions**

**Table of Contents**

Terms and Conditions.....	VI
BID STANDARD TERMS AND CONDITIONS .....	VI
TERMS AND CONDITIONS FOR THIS BID .....	VI
PURCHASE AGREEMENT BID .....	VI
AUTHORIZATION AND RELEASE .....	VI
CAMPAIGN FINANCE COMPLIANCE .....	VI
TERMS AND CONDITIONS OF PRICING AGREEMENT .....	VI
MULTI YEAR AWARD .....	VII

## **Terms and Conditions**

### **BID STANDARD TERMS AND CONDITIONS**

#### **TERMS AND CONDITIONS FOR THIS BID**

##### **PURCHASE AGREEMENT BID**

**BIDDING** (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. (b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordered during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. (d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request. **ORDERING** (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. (b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.

##### **AUTHORIZATION AND RELEASE**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

##### **CAMPAIGN FINANCE COMPLIANCE**

**CAMPAIGN FINANCE:** In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

##### **ARRA SUPPLEMENTAL TERMS AND CONDITIONS**

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

##### **DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:**

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

##### **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered**

**by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.**

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.

b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

#### **ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.**

**State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.**

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

#### **MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.